



## Appendix F: Example Agreements

### F.1 Resolution

#### BENTON COUNTY RESOLUTION 2002 - #16

#### ACCEPTING, SUPPORTING, AND ADOPTING THE TH 10/TH 24 INTERREGIONAL CORRIDOR MANAGEMENT PLAN

WHEREAS, Minnesota's State Transportation Plan recognizes the significance of interregional highway corridors in providing citizens and businesses throughout the State of Minnesota with high quality access to recreational, educational, employment and health care opportunities, and to the transport of products and services produced by our local economy to regional, national, and global markets; and,

WHEREAS, the TH 10/TH 24 Interregional Corridor has been identified by the Minnesota Department of Transportation as a High Priority Corridor from I-94 to TH 371 that enhances the economic vitality of the state, providing essential access for the central region of the state in Wright, Sherburne, Benton, and Morrison Counties to major economic markets and cultural centers, including the Minneapolis-St. Paul and St. Cloud metropolitan areas; and,

WHEREAS, the continued growth of the region is leading to increasing travel demand in the corridor which, if unmanaged, can negatively affect the level of performance, safety, and congestion experienced by users of the corridor; and,

WHEREAS, community leaders, motorists, and road authorities have identified this growing travel demand and development pressure as a concern with potential negative consequences for mobility and safety in the corridor, with the potential to degrade the performance level now provided by the corridor, and the resulting implications for the economy and quality of life of the region; and,

WHEREAS, the Minnesota Department of Transportation, recognizing the potential impact of continued growth pressure on the corridor, has completed an Interregional Corridor Plan in partnership with its partners along the corridor, to look at the long-term role that the TH10/TH 24 Corridor will play in meeting the transportation needs of the central region of Minnesota; and,

WHEREAS, it is imperative at this critical time, with continued growth occurring in the region, that a long-term vision for the type of service that the TH 10/TH 24 Corridor needs to provide be established and that the steps are identified and initiated to:

1. Preserve the function of the corridor through the advance planning, not only for the TH10/TH 24 Corridor but for the local supporting street systems and land use and development patterns; and,
2. Secure the needed funding to pursue the vision established for the corridor; and
3. Establish a plan of action for the development of planning and programming activities that will proactively address the needs identified;

Resolution 2002 - #16

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NOW, THEREFORE BE IT RESOLVED, the Benton County Board of Commissioners endorses the vision and corridor management plan for the TH 10/TH 24 Corridor;

FURTHERMORE BE IT RESOLVED, the Benton County Board of Commissioners endorses the concept that an adequate network of supporting roads is necessary to attain the TH 10/TH 24 Corridor vision and that the roadway networks identified in the TH 10/TH 24 Corridor Management Plan will be considered as interim guides until such time as refinements to these improvements are identified;

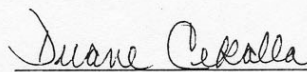
FURTHERMORE BE IT RESOLVED, the Benton County Board of Commissioners recognizes the regional significance of the corridor in supporting the regional economy and intends to reflect the TH 10/TH 24 Corridor Management Plan vision, strategies, and policies through updates to the Benton County land use and transportation plans, as well as subdivision ordinances;

FURTHERMORE BE IT RESOLVED, the Benton County Board of Commissioners is committed to working in partnership with Mn/DOT and the other partners along the corridor as a member of the TH 10/TH 24 Corridor Management Team in order to achieve the vision and implement the recommendations of the TH 10/TH 24 Corridor Management Plan;

BE IT FURTHER RESOLVED, the Benton County Board of Commissioners intends to bring forward the following issues for resolution and discussion with the TH 10/TH 24 Corridor Management Team:

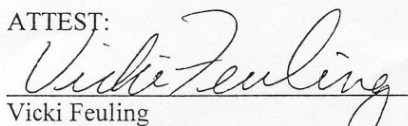
1. Support Sauk Rapids Township's Option #1 relative to road extension from Scenic Drive to CR 57.
2. Support City of Rice's request for interchange at CSAH 2 in Rice.

Approved and adopted this 16<sup>th</sup> day of April, 2002.



Duane Cekalla, Chair  
Benton County Board of Commissioners

ATTEST:



Vicki Feuling  
County Clerk/Administrative Assistant



## Corridor Preservation Agreement

Corridor Preservation on SR-248 in Wasatch County  
UTAH DEPARTMENT OF TRANSPORTATION WASATCH COUNTY

### COOPERATIVE CORRIDOR PRESERVATION AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2003, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and Wasatch County, a political subdivision of the State of Utah, hereinafter referred to as "County",

#### WITNESSETH:

WHEREAS, to facilitate traffic flow and property access along the SR-248 corridor for the portion that runs through Wasatch County, State of Utah, the parties hereto desire to designate specific access management and corridor preservation elements; and

WHEREAS, the UDOT has determined by formal finding that regulation of intersection and access points for future highway improvements is not in violation of the laws of the State of Utah or any legal contract with the County.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions under which said rights-of-way shall be preserved.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

(1) To facilitate traffic flow along SR-248 corridor in Wasatch County, the County developed in cooperation with UDOT, a master-stationing plan. The master-stationing plan is illustrated in the attached aerial map (Exhibit 1) and access-stationing sheet (Exhibit 2).

These documents are attached hereto and are incorporated by reference herein:

- |           |  |
|-----------|--|
| Exhibit 1 | Wasatch County - Jordanelle Planning Area Proposed Master Access Plan to S.R. 248 (Aerial Map).          |
| Exhibit 2 | Wasatch County - Jordanelle Planning Area Proposed Master Access Plan to S.R. 248 (Stationing Document). |

This plan shows the specific access management elements necessary to simultaneously maintain traffic flow, provide access to anticipated development, and protect the public safety. The key access management elements here agreed upon are as follows:

1. Opening, closing and widening of the accesses will be phased as the area develops. The Aerial Map and Stationing Document identify the Limited Access opening width. Regardless of the width of the Limited Access opening, only one access or a County road connection will be allowed per opening.



Corridor Preservation on SR-248 in Wasatch County  
UTAH DEPARTMENT OF TRANSPORTATION WASATCH COUNTY

2. The temporary access at Station 289+50 (16') will be closed once the access at Station 283+29 is constructed on the Mustang Property.
3. The access at Station 100+99 will close and be realigned with the new intersection at Station 112+54 (100') once the County road is constructed on the Butte Property.
4. The access at 163+05 will be closed and realigned to Station 162+32.
5. The access at Station 178+40 will be closed and realigned to Station 185+25 (100').
6. The access at Station 242+92 will be widen from 30 ft. to 80 ft.
7. The access at Station 247+92 will be closed and realign to station 242+92
8. The access at Station 270+00 will be closed and realigned to Station 271+00 (80').
9. The accesses at Station 348+40 and 349+00 will be closed and realigned to new Stations at 348+17 (100' East and West Side).
10. Accesses at the following Stations to be closed: 146+50, 149+50, 171+00, 172+00, 192+38, 213+00, 214+92, and 267+00.
11. New accesses to be constructed at the following Stations: 112+54 (100' East side), 162+32 (80' West side), 185+25 (100' West side), 271+00 (80' East side), 283+29 (80' West side), 348+17 (100' East side), and 348+17 (100' West side).

- (2) The following locations are identified for future traffic signal installation. Actual installation will be as determined by traffic control criteria in Section 01554:

Station 112+54  
Station 185+25  
Station 348+17

- (3) The parties hereto agree that proposed traffic signals will only be installed at the intersections in the herein described SR-248 corridor and only as they become warranted. The County understands the UDOT warranting process and criteria. (Attached Exhibit 3 are incorporated by reference).
- (4) At the time of this Cooperative Corridor Preservation Agreement, no major project is planned for this portion of SR-248 within the next five years.
- (5) The County will act as the receiving agent for all requests for access on SR-248. The County will forward requests that are in accordance with the Cooperative Corridor Preservation agreement to UDOT for processing and request for approval from the Federal Highway Administration. The Federal Highway Administration must approve all requests for changes to the Limited Access (LA) line. There will be reimbursement cost associated with changes to the LA line, which will be mitigated by the County and/or the Developer. Accesses and any work on the right-of-way must be permitted.



Corridor Preservation on SR-248 in Wasatch County  
UTAH DEPARTMENT OF TRANSPORTATION WASATCH COUNTY

- (6) Based on future consideration and needs, this Cooperative Corridor Preservation Agreement may need to be amended from its original form. Any amendment to this agreement shall require the written concurrence of both the County and UDOT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as the day and year first above written.

ATTEST

Wasatch County, a Political subdivision of the State of Utah

\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randall R. Park  
UDOT Region 2 Director

APPROVED AS TO FORM:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Mark L. Shurtleff  
ATTORNEY GENERAL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
"UDOT Comptroller Office Contract Administrator"

## Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT  
AMONG  
ADAMS COUNTY,  
THE CITY OF BRIGHTON,  
THE CITY OF COMMERCE CITY,  
THE TOWN OF EATON,  
THE CITY OF FORT LUPTON,  
THE TOWN OF GILCREST,  
THE CITY OF GREELEY,  
THE TOWN OF LASALLE,  
THE TOWN OF PLATTEVILLE,  
WELD COUNTY,  
AND  
THE STATE OF COLORADO  
DEPARTMENT OF TRANSPORTATION

**THIS AGREEMENT** is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_ 2000, by and among Adams County, the City of Brighton, the City of Commerce City, the Town of Eaton, the City of Evans, the City of Fort Lupton, the Town of Gilcrest, the City of Greeley, the Town of LaSalle, the Town of Platteville, and Weld County (hereafter referred to collectively as the "Cities and Counties"), and the State of Colorado, Department of Transportation (hereafter referred to as the "Department"), all of said parties being referred to collectively herein as the "Agencies."

### WITNESSETH:

**WHEREAS**, the Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own; and

**WHEREAS**, each Agency is authorized by Section 43-2-147(l)(a), C.R.S., to regulate access to public highways within its jurisdiction; and

**WHEREAS**, the coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and

**WHEREAS**, the Agencies desire to provide for the coordinated regulation of vehicular access for the section of State Highway 85 between Interstate 76 (MP 227.00) and Weld County Road 80 (MP 278.74) (hereafter referred to as the "Segment"), which passes through the jurisdiction of each Agency; and





**WHEREAS**, the Agencies are authorized pursuant to Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1 to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segment for the purposes above recited; and

**WHEREAS**, the development of this Access Control Plan adheres to the requirements of the 1998 State Highway Access Code, 2 C.C.R. 601-1, Section 2.12.

**NOW THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. This Agreement shall constitute an approved access control plan for the Segment, within the meaning of Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1.
2. The Agencies shall regulate access to the Segment in compliance with the Highway Access Law, Section 43-2-147, C.R.S. (the "Access Law"), the Highway Access Code, 2 C.C.R. 601-1 (the "Code"), and this Agreement, including Exhibits A (US 85 Access Control Plan), B (US 85 Corridor Map) and C (Access Plan Amendment Process) attached hereto and incorporated herein by reference. Vehicular access to the Segment shall be permitted only when such access is in compliance with the Access Law, the Code and this Agreement.
3. Private accesses which were in existence in compliance with the Access Law prior to the adoption of this Agreement may continue in existence until such time as a change in the private access is required by the Access Law, the Code or this Agreement or in the course of highway construction. When closure, modification, or relocation of a private access is required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to effect such action.
4. Actions taken by any Agency with regard to transportation planning and traffic operations within the areas described in Exhibits A and B to this Agreement shall be in conformity with this Agreement.
5. Parcels of real property created after the effective date of this Agreement which adjoin the Segment shall not be provided with direct access to the Segment unless the location, use and design thereof conform to the provisions of this Agreement.
6. This Agreement is based upon and is intended to be consistent with the Access Law and the Code as now or hereafter constituted, but no amendment to either the Access Law or the Code which becomes effective after the effective date of this Agreement and which conflicts irreconcilably with an express provision of this Agreement shall be binding on any Agency without the express written consent of such Agency.



7. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, but, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be subject to annual appropriations as provided by law.
8. Should any one or more sections or provisions of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.
9. This writing supersedes and controls all prior written and oral agreements and representations of the Agencies and constitutes the whole agreement between them with respect to the subject matter of this instrument. No additional or different oral representation, promise or agreement shall be binding on any Agency. This Agreement may be amended only in writing executed by all Agencies on express authorization from their respective governing bodies or director. The Agencies agree to confer every three years with respect to whether a necessity exists for amendment to the Agreement, or regarding the continuation hereof, or both. Notwithstanding the foregoing, however, this Agreement shall remain in force until terminated by written agreement of all of the agencies.
10. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.
11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement .
12. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.





## Memorandum of Understanding

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# Memorandum of Understanding

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Between  
Manitoba Transportation & Government  
Services and The Rural Municipality of  
Headingley  
Regarding the PTH 1W Proposed Highway  
Upgrading and Access Management Plan

May 1, 2001

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**Manitoba**



## Preamble

Both Manitoba Transportation & Government Services (Manitoba) and the Rural Municipality of Headingley (Headingley) have recognized the importance of maintaining a safe Trans-Canada Highway (PTH 1W), while at the same time allowing further development of commercial establishments adjacent to this highway. With these objectives in mind Manitoba has agreed to the zoning of lands adjacent to PTH 1W in Headingley (between the City of Winnipeg boundary and Bobichi Street) as highway commercial provided a comprehensive access management plan is in place. The Access Management Plan is intended to protect the integrity of the highway and provide for future upgrading to a multi-lane divided facility. This Memorandum of Understanding represents a formal agreement between Headingley and Manitoba with respect to the establishment of such an access management plan.

## Access Management Plan

The *PTH 1W, Winnipeg to Headingley Proposed Highway Upgrading and Access Management Plan* attached to this agreement as Schedule "A", forms the basis of the Memorandum of Understanding.

Manitoba has, in close consultation with Headingley, developed this plan for the future upgrading of the existing four-lane undivided highway to a multi-lane divided highway with a raised median and service roads as a means of providing property access. Manitoba has determined that, by providing a limited number of strategically placed intersections and by controlling access, the existing highway can be upgraded to safely accommodate both highway traffic and development-generated traffic for a period of time. These improvements will protect Manitoba's investment in the existing infrastructure and defer the need for a bypass and at the same time allow Headingley to encourage commercial growth.

The requirements of the Access Management Plan are illustrated in Schedule "A" and can be summarized as follows:

1. The plan provides for the upgrading of PTH 1W to a multi-lane divided highway with a raised centre median.
2. All-directional municipal road connections to PTH 1W will be limited to strategic intersections as shown on Schedule "A". No additional municipal road connections will be provided in the future.
3. Except as noted below, the long-term intent of the plan is to provide all property access via service roads or inter-connecting municipal roads.



4. The following criteria will be used for providing access to existing commercial property adjacent to the highway:
  - a) Subject to items 2 & 3 above, where it can be reasonably provided existing commercial developments will be given access to an all-directional intersection although this access may be via a service road in some cases.
  - b) Subject to item 4c, existing commercial developments will be permitted one right in / right out access with PTH 1W
  - c) Where an existing commercial development is adjacent to, or in proximity to, an all-directional intersection the provision for a right in / right out highway access will be waived.
  - d) For the purpose of this agreement, an existing commercial development is defined as a commercial development that was operating at the time of the public open house held on April 15, 1997.
5. New commercial developments occurring prior to the highway upgrading will ultimately be provided access via internal road systems or service roads connecting with the strategic intersections as per item 3 above. In the interim, these developments may be permitted temporary direct access to PTH 1W via an existing or relocated access, subject to the requirement that no additional access points be added to PTH 1W.
6. Commercial developments occurring after the completion of the highway upgrading will not be permitted direct access to PTH 1W. Access for these developments must be via internal road systems or service roads connecting with the previously noted strategic intersections.
7. When an existing commercial development undergoes significant redevelopment (i.e. redevelopment sufficient to allow for the construction of an internal road system or service roads) the previously allowed right in / right out access will be eliminated and access will be provided via internal road systems or service roads.
8. Through the urban area of Headingley, which generally lies between Bridge Road and Bobichie Street, service roads will not be provided. In this area municipal connecting roads will be constructed where required to provide access to strategic intersections
9. The access management plan provides for two temporary median openings, one serving Wait's Trailer Sales Ltd. / McDiarmid Lumber / Mobile Home Sales and the other serving the Cineplex Odeon Drive Inn. These median openings will be phased out with the redevelopment of these properties when an internal road system or service road can be constructed to provide access to a strategic intersection.

## Implementation

### Ownership of Right-of-way

The proposed right-of-way limits for both the highway widening component and the service road component of the upgraded PTH 1W are shown on the **PTH 1W Headingley to Perimeter Highway Functional Design Study** drawings prepared by the Planning & Design Branch of Manitoba Transportation & Government Services.



The intent of this agreement is that Manitoba will own the right-of-way necessary for the highway widening while Headingley will own the right-of-way for the service roads. Manitoba will declare the highway-widening component of the right-of-way as part of PTH 1W following construction. The service roads will remain under the jurisdiction of the Rural Municipality of Headingley.

## Acquisition of Right-of-way & Construction of Service Roads

The procedures to be followed in acquiring the right-of-way and constructing the service roads will vary depending on when the acquisition occurs (i.e. prior to the highway upgrading, during the highway upgrading, or after the highway upgrading), as outlined below.

### Prior to Highway Upgrading

#### Acquisition of Right-of-way

Prior to upgrading the highway, Headingley will endeavor to acquire the land required for the service road construction as opportunities arise through the re-zoning and subdivision application processes. Headingley will also acquire the land required for the highway widening during the re-zoning application process and Manitoba will then purchase this land from Headingley. During the subdivision application process, Manitoba will acquire the land required for highway widening directly from the applicant. In all cases, the means of acquisition will be consistent with the overriding principle that affected landowners are treated fairly and receive estimated market value for the Provincial Highway right-of-way component. The specific procedures to be followed in acquiring the right-of-way prior to highway upgrading are outlined below.

- Re-zoning Applications

Rezoning applications to Headingley will be handled in the following manner:

1. Manitoba will identify both the highway and service road right-of-way requirements each time a re-zoning application is reviewed.
2. Headingley will enter into a re-zoning agreement which will require the applicant to provide the land required for the service road in lieu of the requirement to construct the service road as provided for under Section 49(1)(g) of The Planning Act.
3. Headingley will negotiate a separate offer to purchase the highway widening component of the right-of-way at estimated market value. To ensure estimated market values are determined on a consistent basis, Land Management Services will be engaged by Headingley to conduct the necessary appraisals. Manitoba will pay the cost of these appraisals.
4. Headingley will register a Certificate Plan of Public Road based on the purchase agreement, pursuant to provisions of The Municipal Act and The Expropriation Acts.
5. Manitoba will initiate the purchase of the highway-widening component of the right-of-way from Headingley upon receipt of documentation from the RM showing that the land acquisition has taken place. The purchase price will include the estimated market value Headingley paid for the land plus the cost of having the Plan of Public Road prepared and registered.



- Subdivision Applications

Subdivision applications to Headingley will be handled in the following manner:

1. Manitoba will identify both the highway and service road right-of-way requirements each time a subdivision application is reviewed.
2. Headingley will require the dedication of only those lands needed for the service road component of the right-of-way.
3. Manitoba will purchase the highway-widening component of the right-of-way at estimated market value if a mutual agreement can be negotiated with the applicant.
4. If a mutual agreement with the applicant can be negotiated in a timely manner, the applicants survey should show both the land to be dedicated for the service road component and the land to be purchased by Manitoba for the highway widening component as Public Road on the Plan of Subdivision.

#### Construction of Service Roads

In general, it is Manitoba's intent to construct the service roads at the time of highway upgrading. However, when a section of service road right-of-way has been acquired prior to highway upgrading and development is imminent, Manitoba will consider constructing the service road required to access that development in advance, depending on government funding and priorities. If government funding and priorities do not permit Manitoba to construct the service road in advance, Headingley or the developer may elect to construct the service road at their own cost.

### At the Time of Highway Upgrading

#### Acquisition of Right-of-way

As a first step to undertaking the highway upgrading, Manitoba will acquire the balance of the right-of-way required for the project. This will include all the right-of-way required to construct the highway widening component of the project and the right-of-way required to construct service roads needed to access properties which have had their individual access eliminated as a result of the upgrading. Following construction, Manitoba will declare only the highway widening component as Provincial Trunk Highway, allowing the service road to remain under municipal control.

#### Construction of Service Roads

Manitoba will be responsible for construction of service roads at the time of highway upgrading. Specifically, at the time of highway upgrading, Manitoba will construct any service roads needed to access properties that have had their individual access eliminated as a result of the upgrading.

## After Highway Upgrading

### Acquisition of Right-of-way

As noted in point 6 of the access management plan, commercial developments occurring after completion of the highway upgrading will not be permitted direct access to PTH 1W. Access for these developments must be via internal road systems or service roads connecting with the previously noted strategic intersections. The right-of-way required for these roads will be acquired by the Municipality.

### Construction of Service Roads

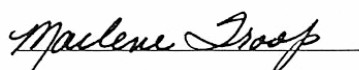
The Municipality and/or the developer will be responsible for the construction of service roads or internal roads needed to connect to the strategic intersections after the completion of the highway upgrading.

## Review Mechanism

Both parties to this Memorandum of Understanding will have an opportunity to periodically review its contents and suggest changes to the requirements and procedures contained herein. A formal review period of five (5) years is suggested to provide sufficient time to judge the effectiveness of the MOU. The implementation of any proposed changes emanating from the five-year review will be subject to the mutual agreement of both parties to this agreement.

## Signatures

Signed in the presence of

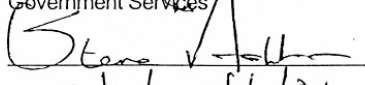


Witness



Witness

For Manitoba Transportation &  
Government Services



Date: July 11/01

For the Rural Municipality of Headingley



Date: Aug 14/01





## Public-Private Agreement

### AGREEMENT FOR FUTURE SHARED ACCESS FOR Ossine Shoes and Gifts 7576 South (SR-68) Redwood Rd

This is an Agreement between the Utah Department of Transportation, hereinafter referred to as UDOT; and Kun Cha & Hyok Hwan O and their successors and assigns.

1. PREMISE Kun Cha & Hyok Hwan O owns the real property, as described in "Exhibit A", hereinafter referred to as Ossine Shoes & Gifts. The property located adjacent to and directly to the South of Ossine Shoes & Gifts as shown in "Exhibit B" is known hereafter as "Property B": Kun Cha & Hyok Hwan O has requested access to SR-68 (Redwood Road) for Ossine Shoes & Gifts. "Property B" does not currently have intentions to construct or to reconstruct access to "Property B", but may desire to do so in the future.

2. AGREEMENT. In consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

Kun Cha & Hyok Hwan O will be granted access to SR-68 for Ossine Shoes & Gifts as shown in the submitted site plans and attached hereto with the provision that when "Property B" is ready to develop or redevelop, Kun Cha & Hyok Hwan O and their successors and assigns will allow the construction or reconstruction of a common access to the properties.

(a) Easement. Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts, their successors and assigns will provide for a driveway for the common use of the parties, their successors and assigns for driveway and access purposes. When said construction occurs, the parties will provide for the construction and maintenance of the driveway under separate agreement. Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts hereby grants to "Property B", their successors and assigns, a perpetual nonexclusive easement for ingress and egress over the 25 feet of the Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts Property, as shown in the plans attached and made a part hereof. The easements granted hereunder are created for the purpose of allowing ingress and egress to both properties from SR-68 (Redwood Road).

(b) Relinquishment. When said common access is constructed, Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts Property agrees to relinquish all prior rights of access to his/her respective properties.

(c) Obstructions. Kun Cha & Hyok Hwan O and Ossine Shoes & Gifts will keep the driveway clear of any and all obstructions and shall not allow any structures or sign to be placed so close to the driveway as to inhibit free ingress and egress from either property.

Kun Cha & Kyok Hwan O and Ossine Shoes & Gifts shall not allow any vehicles to be parked on the driveway so as to obstruct access. The access is to be used for all purposes reasonably necessary for the full use of the properties.

(d) Permit. The access shall be subject to all restrictions specified by the Utah Department of Transportation Highway Encroachment Permit to be issued for the access.

3. DUPLICATE ORIGINALS. This agreement shall be executed in duplicate, each copy of which shall be deemed an original.

DATED this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
owner

\_\_\_\_\_  
Mack Christensen  
Operations Engineer

\_\_\_\_\_  
Witnessed as to

\_\_\_\_\_  
Alan Loiacono  
Encroachment and Permits Officer

STATE OF UTAH  
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by to me or who as produced \_\_\_\_\_ as identification, and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public in and for the  
State last aforesaid.  
My Commission Expires:

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## Example Agreement for US 40

### Corridor Preservation and Access Management on US 40 in Wasatch County, Duchesne County, Uintah County, and in the municipalities of Duchesne, Roosevelt, Vernal, and Naples.

#### UTAH DEPARTMENT OF TRANSPORTATION

#### Cooperative Agreement for Corridor Preservation and Access Management

This Cooperative Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Utah Department of Transportation (Herein referred to as UDOT) and \_\_\_\_\_, a political subdivision of the State of Utah, herein after referred to as \_\_\_\_\_.

Witnesseth:

WHEREAS; to facilitate traffic flow and property access in a coordinated and safe manner along the US 40 corridor for the portion that runs through \_\_\_\_\_, State of Utah, the parties hereto desire to designate specific access management and corridor preservation elements; and

WHEREAS; UDOT has determined by formal finding through the development and application of the US 40 Corridor Plan that regulation of intersection and access points for future highway improvements is not in violation of the laws of the State of Utah or any legal contract with the \_\_\_\_\_.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions under which said rights of way shall be preserved, and accesses along US 40 will be managed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

- (1) To facilitate traffic flow along US 40 in \_\_\_\_\_, the City/County developed in cooperation with UDOT a Master Stationing Plan [**Yet to be Developed**]. This plan implements the intent of the US 40 Corridor Plan within the City/County, and when paired with the access stationing map and sheet [**Yet to be Developed**] shows the specific access management elements necessary to simultaneously maintain traffic flow, provide access to existing and anticipated development, and protect public safety. The Key access management elements here agreed upon are as follows:

1. Opening, closing, and widening of the accesses will be phased as the area develops. The Map and stationing document (Yet to be developed) identify the limited access opening



width. Regardless of the width of the limited access opening, only one access or a City/County road connection will be allowed per opening.

- 2.
- 3.
- 4.
- 5.

*This area of the Agreement is reserved for details of the stationing plan. It will detail what accesses are to be closed, which will remain open, and which will move, or become joint accesses serving multiple properties, as well as any proposed new access locations.*

- (2) The following locations are identified for future traffic signal installation. Actual installation will be determined by traffic control criteria as warranted.
  - a. *Identify intersections*
- (3) The parties hereto agree that proposed traffic signals will only be installed at the identified intersections (2)a-\_\_\_, as they become warranted. The City/County understands and agrees to the UDOT warranting process and criteria.
- (4) *This section would discuss the timing of major projects and what they are, and where they are located on the STIP. As an example it might say: “At the time of this agreement there are two STIP Projects identified in the Vernal area (i.e. the area which this agreement would cover). They are: a. Signalization of Hwy 40 and 2500 W (Add appropriate STIP numbering and Identifiers) b. Intersection modification between 500 W and 500 E changing the intersections to concrete (Project Number, and appropriate Identifiers).*
- (5) The City/County will act as the receiving agent for all requests for access onto US 40. The City/County will forward requests that are in accordance with the Cooperative Corridor Preservation and Access Management Agreement to UDOT for processing and request for approval from the Federal Highway Administration. The Federal Highway Administration must approve all requests for changes to the Limited Access. Accesses and any work on the right-of-way must be permitted.
- (6) Based on future consideration and needs, this Cooperative Corridor Preservation and Access Management Agreement may need to be amended from its original form. Any amendment to this agreement shall require the written concurrence of both the City/County and UDOT. At a minimum the agreement will be revisited every three years to assess and if needed address changes to land use conditions on the corridor.



IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as the day and year first above written.

ATTEST CITY/County, A political subdivision of the State of Utah

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

UDOT Region\_\_ Director

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Attorney General

By: \_\_\_\_\_ Date: \_\_\_\_\_

“UDOT Comptroller Office Contract Adminis



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